

BILL NO. S-95-09- 19

SPECIAL ORDINANCE NO. S- 70-95

AN ORDINANCE approving the awarding of I.T.B. #7190 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and JUST TRUCKS/INFINITI OF FW for the WEIGHTS & MEASURES DEPARTMENT.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That I.T.B. #7190 between the City of Fort Wayne, by and through its Department of Purchasing and JUST TRUCKS/INFINITI OF FW for the WEIGHTS & MEASURES DEPARTMENT, respectfully for:

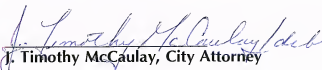
the purchase of a 1986 3/4 ton heavy duty pickup truck for the Weights & Measures Department;

involving a total cost of Eight Thousand Five Hundred and no/100 Dollars (\$8,500.00), all as more particularly set forth in said I.T.B. #7190, which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Don J. Schneider, seconded by Don J. Schneider, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City County Building, Fort Wayne, Indiana, on 9-26-95, the 9-26-95 day of September, 1995, at 9:00 o'clock A., M., E.S.T.

DATED: 9-26-95

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Harry, seconded by Harry, and duly adopted, placed on its passage.
PASSED POST by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>6</u>			<u>3</u>
BRADBURY	<u>✓</u>			
EDMONDS				<u>✓</u>
GIAQUINTA				<u>✓</u>
HENRY	<u>✓</u>			
LONG	<u>✓</u>			
LUNSEY				<u>✓</u>
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 10-10-95

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. S-70-95
on the 10th day of October, 1995

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Don J. Schneider
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of October, 1995, at the hour of 11:30 o'clock A., M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 12th day of October, 1995, at the hour of 8:00 o'clock P., M., E.S.T.

PAUL HELMKE
PAUL HELMKE, MAYOR

BILL NO. S-95-09-19

REPORT OF THE COMMITTEE ON
FINANCE
THOMAS C. HENRY - CHAIR
MARK E. GIAQUINTA - VICE CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding
of I.T.B. #7190 by the City of Fort Wayne, Indiana, by and through
its Department of Purchasing and JUST TRUCKS/INFINITI OF FW for the
WEIGHTS AND MEASURES DEPARTMENT

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Mark E. Giaquinta

Celeste Savine

Ann Talarico

Thomas C. Henry

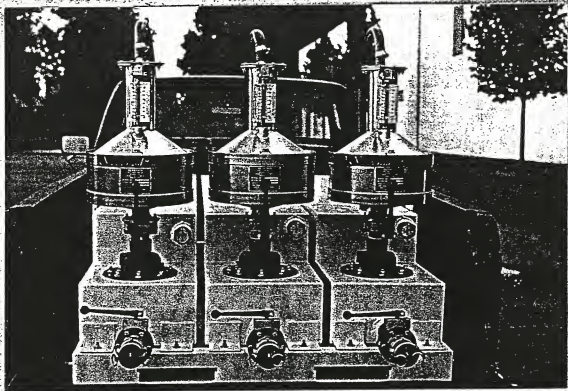
Clifford L. Boyd

David Loy

Clatus R. Edmonds

DATED: 10-10-95

Sandra E. Kennedy
City Clerk



DELL AUTO SALES, INC.
1400 Cochen Road
Fort Wayne, IN 46803
(219) 464-3222

DATE <u>9-5-93</u>		SALESPERSON	
PURCHASER'S NAME <u>DELL AUTO SALES, INC.</u>			
STREET ADDRESS			
CITY		STATE	ZIP
RESIDENCE PHONE		BUSINESS PHONE	
USED CAR TRADE-IN AND/OR OTHER CREDITS			
MAKE OF TRADE-IN		YEAR	BODY TYPE
SERIES		COLOR	
VEHICLE I.D. NUMBER			
BALANCE OWED (Good Until _____) \$ _____			
BALANCE OWED TO		VERIFIED BY:	
TRADE-IN ALLOWANCE		\$	
CASH DEPOSIT WITH ORDER (RECEIPT # _____)		\$	
TOTAL CREDITS (Transfer To Left Column)		\$	

Purchaser is responsible for and shall pay the amount, if any, by which the Balance Owed on the Trade-In exceeds the Trade-In Allowance.

WARRANTY INFORMATION

NEW OR DEMONSTRATOR: If the Vehicle is a new or demonstrator vehicle, the only written warranty provided with respect to the Vehicle and factory installed accessories is the most recent applicable printed warranty which is made solely by the Manufacturer of the Vehicle.

Dealer installed Accessories are not included in the Manufacturer's warranty on the Vehicle and may or may not be included in separate written warranties which are made solely by Manufacturers of the Accessories.

USED: THIS AGREEMENT IS FOR A USED VEHICLE. THE INFORMATION YOU SEE ON THE FEDERAL TRADE COMMISSION WINDOW FORM IS PART OF THIS AGREEMENT. INFORMATION ON THE WINDOW FORM OVERIDES ANY CONTRARY PROVISIONS IN THE CONTRACT.

ALL VEHICLES: WHETHER THE VEHICLE IS NEW, A DEMONSTRATOR OR USED: UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY THE DEALER ON HIS OWN BEHALF, DEALER DISCLAIMS ALL WARRANTIES, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DEALER EXPRESSLY DISCLAIMS ANY LIABILITY TO PURCHASER, FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF TIME OR INCONVENIENCE ARISING OUT OF THE PURCHASE OR OPERATION OF THE VEHICLE.

Terms of Payment of Balance Due on Delivery:
☐ CASH \$ _____ ☐ CONSUMER CREDIT FINANCING BY OR THROUGH DEALER.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS ORDER ARE INCORPORATED BY REFERENCE AND ARE A PART OF THIS ORDER.

PLEASE ENTER MY ORDER FOR THE FOLLOWING <input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> CAR <input checked="" type="checkbox"/> TRUCK			
YEAR <u>94</u>	MAKE <u>CHEV</u>	SERIES <u>C-20</u>	TYPE <u>P.L.</u>
COLOR <u>BLU</u>	UPPER <u>LOWER</u>	TRIM	FACT. ORDER #
STOCK NO.	V.I.N. #	TO BE DELIVERED ON OR ABOUT	
PRICE OF VEHICLE		\$ <u>5200</u>	
ACCESSORIES:			
FREIGHT <u>VS 354</u>			
<u>AT</u>			
<u>ALS</u>			
<u>Pumps</u>			
<u>P.D. 1000</u>			
<u>12000 mi</u>			
\$	TOTAL SALES PRICE	\$	
	Less: Trade-In Allowance		
\$	Trade Difference - Indiana Tax Price	\$	
Sales Tax (Computed in Indiana on Tax Price)		\$	
		\$	
		\$	
		\$	
TOTAL DELIVERED PRICE		\$	
Plus: Balance Owed on Trade-In		\$	
LESS: TOTAL CREDITS (Transferred From Rt. Column)		\$	
BALANCE DUE ON DELIVERY		\$	

TRADE-IN CERTIFICATION: THE CUSTOMER CERTIFIES HIS/HER TRADE-IN VEHICLE HAS NEVER BEEN TITLED UNDER A STATE OR FEDERAL "BRAND" SUCH AS "DEFECTIVE", "REBUILT", "SALVAGE", "FLOOD", ETC. _____ (INITIAL)
Purchaser acknowledges that the Additional Terms and Conditions printed on the reverse side of this Order are a part of this Order. Both sides of this Order constitute a single agreement which supersedes any prior agreement or understanding between Dealer and Purchaser. Purchaser acknowledges receipt of a completed and signed copy of this Order. This Order shall not become a binding agreement unless accepted in writing by Dealer or an authorized representative of Dealer.

ACCEPTED BY: _____ TITLE _____ PURCHASER X _____

THIS ORDER IS AN OFFER BY PURCHASER TO BUY THE VEHICLE. IF THE OFFER IS ACCEPTED BY THE DEALER IT BECOMES A COMPLETE CONTRACT OF SALE AND THE DEALER HAS NO OBLIGATIONS OR RESPONSIBILITIES NOT EXPRESSLY SET FORTH IN THE ORDER. BEFORE SIGNING THIS ORDER READ IT CAREFULLY.

DELL AUTO SALES, INC.
1000 Gales
Fort Wayne, IN 46803
(219) 484-0001

PLEASE ENTER MY ORDER FOR THE FOLLOWING
☐ NEW ☒ USED ☐ DEMONSTRATOR ☐ CAR ☒ TRUCK

YEAR **88** MAKE **CHEV SUBUR** SERIES **C-10** TYPE **2**
 COLOR **BLK** UPPER **BLK** LOWER **BLK** TRIM **BLK** FACT. ORDER #
 STOCK NO. **723** V.I.N. # **1G1JC12E122100000** TO BE DELIVERED ON OR ABOUT

PRICE OF VEHICLE **\$9,999**

ACCESSORIES:

FREIGHT **100 305**

AT

GLR

100,000 mi

\$ TOTAL SALES PRICE **\$**

Less: Trade-In Allowance

\$ Trade Difference - Indiana Tax Price

Sales Tax (Computed In Indiana on Tax Price)

TOTAL DELIVERED PRICE

Plus: Balance Owed on Trade-In

LESS: TOTAL CREDITS

(Transferred From Rlt. Column)

BALANCE DUE ON DELIVERY

DATE **9-6-90** SALESPERSON
 PURCHASER'S NAME
 STREET ADDRESS
 CITY STATE ZIP
 RESIDENCE PHONE BUSINESS PHONE
 USED CAR TRADE-IN AND/OR OTHER CREDITS
 MAKE OF TRADE-IN YEAR BODY TYPE
 SERIES COLOR
 VEHICLE I.D. NUMBER
 BALANCE OWED (Good Until) \$
 BALANCE OWED TO VERIFIED BY:
 TRADE-IN ALLOWANCE \$
 CASH DEPOSIT WITH ORDER (RECEIPT #)
 TOTAL CREDITS (Transfer To Left Column) \$

Purchaser is responsible for and shall pay the amount, if any, by which the Balance Owed on the Trade-In exceeds the Trade-In Allowance.

WARRANTY INFORMATION

NEW OR DEMONSTRATOR: If the Vehicle is a new or demonstrator vehicle, the only written warranty provided with respect to the Vehicle and factory installed accessories is the most recent applicable printed warranty which is made solely by the Manufacturer of the Vehicle.

Dealer installed Accessories are not included in the Manufacturer's warranty on the Vehicle and may or may not be included in separate written warranties which are made solely by Manufacturers of the Accessories.

USED: IF THIS AGREEMENT IS FOR A USED VEHICLE, THE INFORMATION YOU SEE ON THE FEDERAL TRADE COMMISSION WINDOW FORM IS PART OF THIS AGREEMENT. INFORMATION ON THE WINDOW FORM OF REPAIRS AND CONTRARY PROVISIONS OF THE CONTRACT OF SALE.

ALL VEHICLES: WHETHER THE VEHICLE IS NEW, A DEMONSTRATOR OR USED: UNLESS DEALER FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY OF SERVICE CONTRACT MADE BY THE DEALER ON HIS OWN BEHALF, DEALER DISCLAIMS ALL WARRANTIES, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND DEALER EXPRESSLY DISCLAIMS ANY LIABILITY TO PURCHASER, FOR ANY CONSEQUENTIAL DAMAGES, LOSS OF TIME OR INCONVENIENCE ARISING OUT OF THE PURCHASE OR OPERATION OF THE VEHICLE.

Terms of Payment of Balance Due on Delivery:
☐ CASH \$ ☐ CONSUMER CREDIT FINANCING BY OR THROUGH DEALER.

THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS ORDER ARE INCORPORATED BY REFERENCE AND ARE A PART OF THIS ORDER.

TRADE-IN CERTIFICATION: THE CUSTOMER CERTIFIES HIS/HER TRADE-IN VEHICLE HAS NEVER BEEN TITLED UNDER A STATE OR FEDERAL "BRAND" SUCH AS "DEFECTIVE", "REBUILT", "SALVAGE", "FLOOD", ETC. (INITIAL)
 Purchaser acknowledges that the Additional Terms and Conditions printed on the reverse side of this Order are a part of this Order. Both sides of this Order constitute a single agreement which supersedes any prior agreement or understanding between Dealer and Purchaser. Purchaser acknowledges receipt of a completed and signed copy of this Order. This Order shall not become a binding agreement unless accepted in writing by Dealer or an authorized representative of Dealer.

ACCEPTED BY: _____ PURCHASER X _____
 BY: _____ TITLE _____ PURCHASER X _____

THIS ORDER IS AN OFFER BY PURCHASER TO BUY THE VEHICLE. IF THE OFFER IS ACCEPTED BY THE DEALER IT BECOMES A COMPLETE CONTRACT OF SALE AND THE DEALER HAS NO OBLIGATIONS OR RESPONSIBILITIES NOT EXPRESSLY SET FORTH IN THE ORDER.

Fort Wayne



INFINITI.

of Fort Wayne

MILES = 76,684

4909 LIMA ROAD • FORT WAYNE, IN 46808 • (219) 484-9500

NAME

City of Fort Wayne

ADDRESS

ONE MAIN STREET

CITY,
STATE, ZIP

FORT WAYNE, IN 46802

HOME
PHONEBUS
PHONE

427-1157

SERIAL NO. 16C6C24W7G-T167332	NEW	INVOICE NO. 8522	YEAR 1986	MAKE Chev	MODEL Silverado 30
DELIVERY DATE 9-7-95	TRANS- FER	USED	STOCK NO. PT 305	KEY P4	BOOY STYLE 3/4 TON
KEY NO. IG.			COLOR Blue	TRIM Dark Blue	STOCK NO. PT 305

SALESMAN NUMBER

AS EQUIPPED:

PS, PB, TW AC, PW PL, Sliding Rear
Windows, Heavy Duty Package
AM FM Cass Radio

8500 00

Items To Be Added:

LIEN HOLDER:

TOTAL OF ABOVE ITEMS

8500 00

Used Car Allowance

YR.

MAKE

MODEL

Serial #

Trade In Subject To Re-Appraisal At Time Of Delivery

SUB TOTAL

Documentary Fees

NET BALANCE

8500 00

Sales Tax

EXEMPT

Tire Tax (\$1.25 Per New Unit)

Extended Service Policy

Balance Owed on Used Car

Payoff To:

TOTAL OF ABOVE ITEMS

8500 00

Partial Payment Received

Cash On Delivery

BALANCE DUE

8500 00

Total Credit

THE MANUFACTURER'S WARRANTY CONSTITUTES ALL OF THE WARRANTY WITH RESPECT TO THE SALE OF THIS ITEM. THE SELLER, INFINITI OF FORT WAYNE HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THE SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PRODUCT. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.

☒ **SOLD AS IS, WITH ALL FAULTS** I hereby make this purchase knowingly without any guarantee, expressed or implied, by this dealer or his agent.

Customer's Signature Reginald T. Pearson

THIS ORDER IS NOT BINDING UNTIL ACCEPTED BY INFINITI OF FORT WAYNE

Purchaser's Signature Reginald T. PearsonAddress One Main St. - 2nd Floor

Title As Follows:

Accepted for INFINITI OF FORT WAYNE BY Dave Rubin

OK-37808 REYNOLDS/NORICK

Purchaser agrees that this Order includes all of the terms and conditions on both the face and reverse side hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that **THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE**. Purchaser by his execution of this Order acknowledges that he has read its terms and conditions and has received a true copy of the Order.

THIS ORDER SUBJECT TO TERMS AND CONDITIONS PRINTED ON REVERSE SIDE OF THIS ORDER

THIS ORDER NOT TRANSFERABLE

Date 9-7-95Phone 427-1157

Sales Rep.

Rick Spice

CUSTOMER COPY



The City of Fort Wayne

September 25, 1995

To: Fort Wayne City Council Members

**From: Weights & Measures Dept.
Reginald T. Pearson, Director/Inspector**

To whom this may concern;

D-95-09-19

Weights & Measures Dept. needs to purchase this (well kept) used truck to mount the Seraphin (3) Prover Test Measure Unit on it. This unit will be used to test gasoline pumps throughout the city. The truck is the most convenient way to move this unit around in the various stations because of its size. The unit will be mounted on the rear of the truck and leveled to make this a mobile test measure. It will be used for pump tests only because it will become a Field Test Standard.

The truck I am requesting already has a heavy duty suspension system and the necessary rear bed linings already installed. The Fire Shop will make the other necessary adjustments which will not exceed any of the present money budgeted for 1995.

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of ITB #7190 for the purchase of a 1986 3/4 ton heavy duty pickup truck for the Weights & Measures Department.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: Truck to be used for mounting of 3 Prover Test Measure Unit. Unit is designed for gas pump testing. Once unit is mounted it will be a part of the City Standard which is traceable to the National Bureau of Standards.

IF REPLACEMENT, WHAT NECESSITATES:

EFFECT OF NON-PASSAGE: We will have a \$10,000.00 3 Prover Test Measure unit sitting in a box un-used. Gas pumps will continue to be in arrears on testing and inspection.

MONIES INVOLVED: Just Trucks/Infiniti of FW \$8,500.00

PRICE AGREEMENT: PURCHASE ORDER: Yes

SOURCE OF FUNDING: Weights & Measures 010-007-OFFC-4441

PRIOR APPROVAL: DATE:
(IF APPLICABLE)

Amount spent on pickup trucks as of 9/15/95: \$145,313.66